

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

In re:

TASHANNA B. GOLDEN  
*fka* TASHANNA B. PEARSON,

Debtor.

Chapter 7

Case No. 16-40809-ess

TASHANNA B. GOLDEN,

Plaintiff,

Adv. Pro. No. 17-01005-ess

v.

NATIONAL COLLEGIATE TRUST,  
FIRSTMARK SERVICES, GOLDEN TREE  
ASSET MANAGEMENT LP, GS2 2016-A  
(GS2), NATIONAL COLLEGIATE  
STUDENT LOAN TRUST 2006-4,  
PENNSYLVANIA HIGHER EDUCATION  
ASSISTANCE AGENCY d/b/a AMERICAN  
EDUCATION SERVICES,

Defendants.

**AFFIRMATION OF MARJORIE J. PEERCE IN SUPPORT OF  
NON-PARTY CITIBANK, N.A.'S MOTION FOR A PROTECTIVE ORDER**

Marjorie J. Peerce, hereby affirms under the penalty of perjury that:

1. I am an attorney admitted to the Bar of the State of New York and am a partner at the law firm of Ballard Spahr LLP, 1675 Broadway, 19<sup>th</sup> Floor, New York, NY 10019.
2. I am counsel of record for non-party Citibank, N.A. in the above-captioned matter.
3. Attached hereto as Exhibit A is a true and correct copy of Plaintiff's CitiAssist Graduate Loan application.

4. Attached hereto as Exhibit B is a true and correct copy of Plaintiff's School Certification.

5. Attached hereto as Exhibit C is a true and correct copy of the December 4, 2007 Disclosure Statement.

6. Attached hereto as Exhibit D is a true and correct copy of Plaintiff's CitiAssist Bar Study Loan application.

7. Attached hereto as Exhibit E is a true and correct copy of a Private Education Loan Applicant Self Certification.

8. Attached hereto as Exhibit F is a true and correct copy of Citibank's October 16, 2015 letter.

9. Attached hereto as Exhibit G is a true and correct copy of an email exchange between counsel seeking clarification on the class.

10. Attached hereto as Exhibit H is a true and correct copy of excerpts from the August 27, 2019 Hearing Transcript.

11. Attached hereto as Exhibit I is a true and correct copy of a W-9S form.

12. Attached hereto as Exhibit J is a true and correct copy of Borrower # 1's School Certification Documents.

13. It is my understanding that the documents Plaintiff seeks, to wit Citibank's Master Services Agreement with Firstmark, Citibank's instructions and procedures for servicing student loans, and customer data, are highly confidential. The agreement and instructions convey detailed instructions to Firstmark regarding how Citibank structures its loan programs and how Firstmark is to service Citibank's loan. Citibank and Firstmark agreed that the agreement and the instructions and procedures for Firstmark's servicing of Citibank loans are confidential and that

any work product or intellectual property resulting from Firstmark's services are confidential and the property of Citibank. The agreement and instructions are confidential, proprietary, and are valuable to Citibank. Citibank has spent considerable resources developing this information, and it would take someone else considerable time and expense to develop or duplicate this information. Further, Citibank takes reasonable steps to protect the confidentiality of this information and guard its secrecy, including strict confidentiality obligations and measures that are included as part of its agreement with Firstmark. The disclosure of this information would be extremely detrimental to Citibank's business. Likewise, Citibank and Firstmark agreed, and are required by law, to protect the privacy of the borrowers and keep the customer data confidential.

Dated: New York, New York  
October 10, 2019

Respectfully submitted,

By: /s/ Marjorie J. Peerce

Marjorie J. Peerce  
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*Attorney for Citibank, N.A.*